

## Andrew County Soil and Water Conservation District

105 Highway 71 West, Savannah, MO 64485 Phone: 816-324-3196, ext. 3

| NAME: |  |  |  |
|-------|--|--|--|
|       |  |  |  |

# Andrew County SWCD Krause 4424 Cultipacker User Agreement

#### I, the Renter and the User of the seeder, agree to the following:

#### Rental Rate:

\$4.00/acre plus a minimum of \$40.00/day or \$20.00/ half day, except for bad weather and Sundays. Payment is due thirty (30) business day after cultipacker is returned and inspection for damages. An additional 1.5% will be charged if not paid within 30 days. After 90 days the account will be turned over to the Andrew County Small Claims Office.

### Service Fee:

There is a \$30.00 service fee if field assistance is needed to operate the Cultipacker.

#### Deposit Required

A \$200.00 damage deposit is required before using the cultipacker. The deposit will be held after return of equipment for up to ten days for damage inspection and renter will be informed of any damage. If there is damage beyond normal wear and tear the repair cost will be taken out of the deposit. The remainder will be refunded to the renter or the renter will be billed for the balance.

## **General Conditions:**

- 1. I will lubricate bearings every 20 hours of use.
- 2. In the event the equipment is damaged repairs will be made by an authorized individual approved by the SWCD Board. If the equipment is reserved at the time of damage, the daily rental rate will be charged for all days of lost rental. This is in addition to any repair charges or clean-up fees assessed.
- 3. I will read and record the acreage counter when I reach the field and when I leave the field.
- 4. I will remove the transport pins when I reach and field and I will replace transport pins when I leave the field.
- 5. I will not remove chain links or other parts.
- 6. District employees can refuse the use of the seeder in the user's field if not suitable or based on past rental history.
- 7. All operators will be 18 years of age or older.
- 8. I have at least the minimum liability coverage, as required by the state of Missouri, on the vehicle with which I will transport the equipment over public roadways.
- 9. I also maintain general farm liability insurance. Subleasing or moving the equipment between users without the District's approval is not allowed. This written form must be signed by all renters before using equipment and receive approval from District staff.

## **Scheduling**

Priority for use of the cultipacker is given to the person who is ready to use the cultipacker and has paid the deposit.

# <u>Agreement</u>

I agree to indemnify and hold Andrew County SWCD, their supervisors and employees harmless from and against any and all claims, liabilities, losses, injury, costs and out of pocket expense (including attorney's fees) arising out of or in connection with the equipment leased.

I understand and agree to the conditions of this contract and will pay the charges requested by the Andrew County Soil and Water Conservation District.

| We require the deposit chement agreement.    | eck and the rental fee to be | paid by the indiv | vidual signing the equip- |  |
|--|------------------------------|-------------------|---------------------------|--|
| Agreed to by                                 | Date                         | e                 | Phone Number              |  |
| Estimated Acres                              | Estimated Date/s of Use      |                   |                           |  |
| For Office Use:                              |                              |                   |                           |  |
| Damage Deposit/Ck #                          | Date Received                | Received by       | Date deposit returned     |  |
| INSPECTION (Indicate if dar<br>Damage Found: | mage exists or if adequate)  |                   |                           |  |
| Estimated Repair Expense:                    |                              |                   |                           |  |
| Inspected by:                                | Date:                        |                   | _                         |  |
| Acres used:                                  |                              |                   |                           |  |
| Rental fee (acres x \$4.00)                  |                              |                   |                           |  |
| Day Fee:                                     |                              |                   |                           |  |
| Service Fee:                                 |                              |                   |                           |  |
| Estimated damages: (+)                       |                              |                   |                           |  |
| Balance Due:                                 |                              |                   |                           |  |
| Received by                                  | Check #                      |                   | Date                      |  |



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